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Bernstein-Burkley, P.C. Keri P. Ebeck, Esquire Bar No. 262092017 707 Grant Street, Suite 2200, Gulf Tower Pittsburgh, PA 15219 (412) 456-8112

Order Filed on January 17, 2020 by Clerk U.S. Bankruptcy Court District of New Jersey

## ATTORNEY FOR CREDITOR: CONSUMER PORTFOLIO SERVICES, INC.

## IN THE BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY (CAMDEN) HONORABLE JERROLD N. POSLUSNY, JR.

In re:

Case No. 19-13736-JNP

JOHN WORTHY, and GEORGINA WORTHY, Debtors,

Chapter 13

Hearing Date: January 14, 2020

## CONSENT ORDER MODIFYING STAY AS TO MOTOR VEHICLE 2015 NISSAN MURANO, VIN #5N1AZ2MH4FN207276

The relief set forth on the following pages, number one (1) through four (6) is hereby ORDERED.

DATED: January 17, 2020

Honorable Jerrold N. Poslusny, Jr. United States Bankruptcy Court

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Debtors:

John Worthy and Georgina Worthy

Case No.:

19-13736-JNP

Caption of Order:

Consent Order Modifying Stay as to Personal Property

The 11 U.S.C. §362(a) Stay as to Consumer Portfolio Services, Inc., ("Movant"), with
respect to the personal property of Debtors described as a 2015 Nissan Murano, VIN
#5N1AZ2MH4FN207276, in accordance with the agreement of the Debtors and Movant is
hereby modified and shall remain in effect PROVIDED THAT Debtors comply with the
following terms and conditions:

The arrears are \$3,644.95 as of the date of this Consent Order. Debtors shall cure the arrears and fees and costs by making the following payments on the following dates:

January 28, 2020 - \$1,315.65

February 28, 2020 - \$1,315.65

March 28, 2020 - \$1,315.65

April 28, 2020 - \$1,315.65

May 28, 2020 - \$1,315.65

June 28, 2020 - \$1,315.65

Debtor shall then be responsible for timely making all future regular monthly payments to Movant starting with the payment of \$708.16 due on July 28th, 2020. Failure to make future monthly payments shall also be cause for default under this Consent Order.

- 2. The term "payment" as set forth in Paragraph 1, *supra*, does not include a check that is returned due to insufficient funds, account closed or is otherwise not capable of negotiation for any other reason.
- 3. Debtor will be in default under the Consent Order in the event that Debtor fails to comply with the payment terms and conditions in Paragraph 1, *supra*. If Debtor fails to cure the default within ten (10) days from the date of default, Movant may file a Certification of

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Debtors:

John Worthy and Georgina Worthy

Case No.:

19-13736-JNP

Caption of Order:

Consent Order Modifying Stay as to Personal Property

Default on five (5) days' notice to Debtor, counsel for the Debtor and the Chapter 13 Trustee for an Order lifting the automatic Stay imposed under 11 U.S.C. §362(a) and permitting Movant to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing sale of the motor vehicle without regard to any future conversion of this matter to a different form of bankruptcy.

- 4. The failure of Movant to file a notice of default will not be construed or act as a waiver of any of the rights of Movant under the Consent Order.
- 5. In the event the Debtor converts to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code, then Debtor shall pay all pre-petition arrears and postpetition arrears within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter.
  - 6. Movant's fees and costs of \$531 are to be paid through the Chapter 13 Plan.

We hereby Consent to the form and entry of the foregoing Order.

/s/ Keri P. Ebeck

Keri P. Ebeck, Esquire

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Dated: January 17, 2020